

# The China Mail

Established February, 1845.

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號二十一月四日二十八百八千一英

HONGKONG, WEDNESDAY, APRIL 12, 1882.

日五十一月二年半

PRICE, \$24 PER ANNUM.

## AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALLEN, 11 & 12, Clement's Lane, Lombard Street, E.C. GEORGE STREET & CO., 30, Cornhill, GORDON & GOTCH, Ludgate Circus, E.C. BATES, HENRY & CO., 37, Walbrook, E.C. SAMUEL DEACON & CO., 150 & 154, Leadenhall Street.

PARIS AND EUROPE.—GALLIEN & PRINCE, 36, Rue Lafayette, Paris.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW ZEALAND.—GORDON & GOTCH, Melbourne and Sydney.

SAN FRANCISCO AND AMERICAN PORTS generally.—BEAN & BLACK, San Francisco.

SINGAPORE, STRAITS, &c.—SAYLE & CO., Singapore. C. HENRICHSEN & CO., Manila.

CHINA.—MCCART, MERRIT A. DE MELLO & CO., Swallow, CAMBELL & CO., Amoy, WILSON, NICHOLAS & CO., Foochow, HANCOCK & CO., Shanghai, LANE, CRAWFORD & CO., and KELLY & WALSH, Yokohama, LANE, CRAWFORD & CO.

## Banks.

COMPTOIR D'ESCOMPT DE PARIS. (Incorporated 7th & 18th March, 1848.)

RECOGNISED BY THE INTERNATIONAL CONVENTION OF 30TH APRIL, 1862.

CAPITAL FULLY PAID-UP.....£3,200,000.

RESERVE FUND.....£800,000.

HEAD OFFICE—14, Rue Berger, PARIS.

AGENCIES and BRANCHES at: LONDON, BOURBON, SAN FRANCISCO, Marseilles, BOMBAY, HONGKONG, LYONS, CALCUTTA, HANKOW, NANTES, SHANGHAI, FOOCHOW, MELBOURNE, and SYDNEY.

London BANKERS: THE BANK OF ENGLAND.

THE UNION BANK OF LONDON. MESSRS C. J. HAMBRO & SON.

The Hongkong Agency receives Fixed Deposits on Terms to be ascertained on application, grants Drafts and Credits on all parts of the World, and transacts every description of Banking Exchange Business.

F. COCHINARD, Agent, Hongkong.

Hongkong, February 8, 1882.

ORIENTAL BANK CORPORATION. (Incorporated by Royal Charter.)

PAID-UP CAPITAL.....£1,500,000.

RATES OF INTEREST ALLOWED ON DEPOSITS.

At 3 months' notice 3% per Annum.

6 " 4% "

12 " 5% "

Current Accounts kept on Terms which may be learnt on application.

GEO. O. SCOTT, Manager.

Oriental Bank Corporation, Hongkong, September 4, 1870.

HONGKONG & SHANGHAI BANKING CORPORATION.

PAID-UP CAPITAL.....5,000,000 Dollars.

RESERVE FUND.....2,100,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. L. DALEYMPLE, Esq.

Deputy Chairman—W. REINERS, Esq.

H. HOPFUS, Esq. M. E. SASCON, Esq.

H. F. B. JOHNSON, Esq. C. VINTON SMITH, Esq.

A. P. McEWEN, Esq. E. A. MOLVER, Esq.

F. D. SASCON, Esq.

CHIEF MANAGER.

Hongkong, THOMAS JACKSON, Esq.

MANAGER.

Shanghai, EWEN CAMERON, Esq.

LONDON BANKERS—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

On Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits—

For 3 months, 3 per cent. per annum.

6 " 4 per cent. "

12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON, Chief Manager.

Offices of the Corporation.

No. 1, Queen's Road East, Hongkong, March 22, 1882.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL, TWO MILLIONS STERLING.

THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required protection will be granted on first class Lives up to £1000 on a Single Life.

For Rates of Premiums, forms of pro-

posals or any other information, apply to

ARNHOLD, KARBERG & CO., Agents, Hongkong & Canton.

Hongkong, January 4, 1882.

## Notices of Flights.

### NOTICE.

The Undersigned have been appointed SOLE AGENTS for the Sale of their GOODS by Messrs KYNOCH & CO., of WITTON, near BIRMINGHAM.

MEYER & CO., Hongkong, August 13, 1881. 13a682

### NOTICE.

We have been appointed Agents for the MITSU BUSSAN KAISHA, of Tokio, at this Port.

GEO. R. STEVENS & CO., Hongkong, February 1, 1882.

### NOTICE.

We have been appointed Agents for the CHINA FIRE INSURANCE COMPANY, LIMITED.

On and after this Date the Undersigned Resumes his Duties as SECRETARY of the Company.

By Order of the Directors,

JAS. B. COUGHTRIE, Secretary, Hongkong, March 20, 1882. 1p18

## To Let.

### TO LET.

OFFICES in No. 13, QUEEN'S ROAD GENERAL, Nos. 4 and 9, SEYMOUR TERRACE.

Apply to DAVID SASCON, SONS & CO., Hongkong, March 24, 1882.

### TO LET.

ELEGANT BERLIN and CANTON-MADE HOUSEHOLD FURNITURE, &c., PLANO, by PLEYEL, &c., &c.

The Undersigned has received instructions to Sell by Public Auction, on THURSDAY,

the 13th April, 1882, at 2 p.m., at the Residence of Dr. C. COUCHIE, Boulder Lodge.

The whole of his HOUSEHOLD FURNITURE, &c., comprising:—

BERLIN-MADE DRAWING-ROOM SUITE, YELLOW GROUND; BLACKWOOD TABLE, BLACKWOOD BOOK CASE, CARD TABLE, NINPO INLAID TABLES, WHATNOTS, MILKERS, CHINOIS, OIL PAINTINGS, CLOCK, CARPETS, RUGS, CURTAINS.

A FINE FRENCH COTTAGE PIANO, by PLEYEL; CANTERBURY MUSIC DESK, &c., BERLIN-MADE "AK" CARVED TEAHOUSE DINING TABLE, 8 EXTRA LEAVES, DITTO DITTO CARVED DINING CHAIRS, DITTO DITTO OAK CA. SIDEBOARD, SILVER-UPBOARD, PLATE GLASS and CHOCOLATEWARE, and CUTLERY, FENDERS and PLATES, &c., &c.

BERLIN-MADE ACACIA WOOD BEDSTEAD and SPRING, MATRESS, IRON BEDSTEAD and CHILDREN'S COTS, WARDROBES, BLACKWOOD WASHING STAND, and DRESSING TABLE, &c., &c.

A FINE COLLECTION of FLOWERS and FERNS in POTS.

Catalogues will be issued, and the Furniture on view on Wednesday, the 12th April.

G. R. LAMMERT, Auctioneer, Hongkong, November 1, 1881. 1p13

## FOR SALE.

### FOR SALE.

JULES MUMM & CO.'S CHAMPAGNE.

Quarts.....£17 per 1 doz. Case. Pints.....£16 per 2 doz.

GIBB, LIVINGSTON & CO., Hongkong, November 1, 1881.

## FOR SALE.

A. RAUTER T. MAINZ DELICIOUS TABLE BEER.

4 doz. ♀ Case CHAMPAGNE BOTTLES. \$10. Apply to SANDER & CO., Hongkong, March 30, 1882.

## WASHING BOOKS.

(In English and Chinese.)

WASHERMAN'S BOOKS, for the use of Ladies and Gentlemen, can now be had at this Office.—Price, £1 each.

CHINA MAIL Office.

## FOR SALE.

MESSRS W. & J. LOCKETT'S Celebrated BRANDS, THREEFLY'S EXPORT, PALE ALE, and FINNELL'S OLD STOUT Pinta and Quarts.

FINGOLD PORT, Cases of 1 dozen. 14s.

SILLERY MOUSSEAU (VIN DE CHAMPAGNE), in Cases 2 dozen Pints and 1 dozen Quarts.

GEORGE R. STEVENS & CO., Hongkong, February 1, 1882.

## FOR SALE.

GENUINE MADEIRA WINE, 1870, 52s per Dozen. OLD SUPERIOR PORT (BASTARDOS), \$15 per Dozen.

Apply to L. THEVENIN, Hongkong Hotel Building, Hongkong, March 21, 1882. 1p21

## FOR SALE.

DESERVING GOVERNMENT STORES.

BLANKETS, CANVAS, CORDAGE, RUGS, SHOES, CAST AND WROUGHT IRON, LEATHER, COTTON, LINEN AND WOOLLEN ARTICLES, WATERPROOF SHEETS, STEEL, TIMBER, TIN, OLD FILES, CASES, PACKING CASES, EMPTY CLOTH BARRELS, BUNTING, IRON DRUMS, UMBRELLAS, FORKS, BED MATS, GLASS, HINGES, BOAT AWINGS, BOLT CUSHIONS, CAST IRON TANK SIDE AND BOTTOM PIPE, WHEELS, COAL DUST, IRON RIGGES, LEATHER, SKATE, SLATE SLABS, STOVES, PARTS OF LATHE, LATHE, LATHES, PLUNGE BATHS, VALVE BAGS, and MISCELLANEOUS ARTICLES.

The following ARTICLES OF CLOTHING, viz.—GREAT COATS, CAPS, CAPE, SHOES, TWEED FROCKS, SERGE and CLOTH TUNICS, SERGE and CLOTH TROUSERS, FLANNEL VESTS, BOOTS (ANKLE and WELLINGTON), HELMETS, CLOTH JACKETS, &c., &c.

TERMS OF SALE.—Cash on delivery in Mexican Dollars weighed at 7.17. All terms and errors of description at Purchaser's risk on the fall of the hammer. All Lots to be cleared within 48 hours.

LANE, CRAWFORD & CO., Auctioneers, Hongkong, April 10, 1882. 1p17

## FOR THE CHINA REVIEW.

Now Ready. No. 4.—Vol. x. OF THE CHINA REVIEW.

Erata: Chinese Oaths in Borneo and Java. Books Wanted, Exchanges, &c. Hongkong, March 27, 1882.

## CONTAINS—

The A. M.-'s Ching. A Page in the History of China.

"The Delegates' Version" and Mr. G. R. STEVENS & CO., Hongkong, April 1, 1882.

## NOTICE.

NOTICE of New Books and Literary Intelligence.

Notes and Queries.—Society in China.

Rotation of Departmental Duty at Peking.

Quarrel's "Emblems" and the Lok U.

Limit of Responsibility for Effects of Wounds according to Chinese Law. "Su" and "Tsui."

A Correction.

Erata: Chinese Oaths in Borneo and Java.

Books Wanted, Exchanges, &c. Hongkong, March 27, 1882.

## NOTICE.

## For Sale.

MacEWEN, FRICKEL &amp; Co.

HAVE RECEIVED FOR SALE.

CHRISTMAS STORES AND  
NEW AND SEASONABLE  
GOODS.

EX FRENCH MAIL STEAMER.

MUSCATEL RAISINS.

METZ FRUIT.

ASSORTED COSAQUES.

CALLAND &amp; BOWEN'S CONFECTIONERY.

BUTTER SCOTCH.

HONEY SCOTCH.

ROSE TOFFEE.

LEMON TOFFEE.

Rome's LIME JUICE CORDIAL.

PLUM PUDDINGS.

PATRAS Currants.

VALENCIA RAISINS.

MACKINNON PEN.

LIVERMORE PEN.

LAWN TENNIS BATS.

LAWN TENNIS BALLS.

LAWN TENNIS SHOES.

EX STEAMER "Glenfield."

STILTON CHEESE.

YORK HAMS.

CHRISTMAS CAKES.

TESSON &amp; CO'S DESSERT FRUITS.

ALMONDS and RAISINS.

SMYRNA FIGS.

PICNIC TONGUES.

FILBERTS.

COCOATINA.

VAN HOUTEN'S COCOA.

LIEBH &amp; EPP'S COCOA.

FRENCH PLUMS.

HUNTER &amp; PALMER'S BISCUITS.

PATE DE FOIE GRAS.

MINCEMEAT.

CHOCOLATE—MENTIER.

SAUSAGES.

BRAUN.

ISIGNY BUTTER.

DANISH BUTTER.

BREAKFAST TONGUES.

ANCHOVIES.

ASPARAGUS.

SOUPS, &amp;c.

WINES AND SPIRITS.

CHAMPAGNES—

HEDDICK'S MONOPOLE &amp; WHITE

SEAL.

VEUVE CLICQUOT PONSARDIN.

JULES MUMM &amp; Co., pints &amp; quarts.

CHARTREUSE—

CHATEAU LA ROSE, pints &amp; quarts.

CHATEAU LAFITE, pints &amp; quarts.

IRES. GRAVES, pints &amp; quarts.

BREAKFAST CLARET, pints &amp; quarts.

SHERRIES &amp; PORT—

SAUCONNE MANZANILLA &amp; AMON-

TILLADO.

SAUCONNE, OLD INVALID PORT

(1848).

HUNT'S PORT.

BRANDY, WHISKY, LIQUEURS, &amp;c.—

1, 2 &amp; 3-star HENNESSY'S BRANDY.

BISQUIT DU TOUCHE &amp; Co's BRANDY.

FINEST OLD BOURBON WHISKY.

KINAHAN'S LL WHISKY.

ROYAL GLENDEE WHISKY.

CHARTREUSE.

MARASCHINO.

CURACAO.

ANGOSTURA.

BOKER'S AND ORANGE BITTERS.

&amp;c., &amp;c., &amp;c.

BASS'S ALE, bottled by CARMERON and

Sons, pints &amp; quarts.

GUINNESS'S STOUT, bottled by E. &amp;

J. BRAKE, pints &amp; quarts.

PILSENER BEER, in quarts.

DRAUGHT ALE and PORTER, by the

Gallon.

ALE and PORTER, in hogheads.

EX AMERICAN MAIL.

FRESH ROLL BUTTER.

EASTERN AND CALIFORNIA CHEESE.

BONEDLESS CODFISH.

PRIME HAMS AND BACON.

RUSSIAN CAVIAR.

DRIED BRED CONDENSED MILK.

PEACH AND APRICOT BUTTER.

PICKLED ON-TONGUES.

FAMILY PIG-PORK in legs and pieces.

PARISIAN MACKEREL in 5 lb cans.

BON IDEAL SALMON in 5 lb cans.

CUTTING'S DRIED FRUITS in 2½ lb cans.

ASSORTED Canned VEGETABLES.

POTTED SAUSAGES and SAUSAGES

MEAT.

STUFFED PEPPERS.

ASSORTED PICKLES.

MINCEMEAT.

COMB HONEY in Original Frames.

Richardson &amp; Robbin's Celebrated Potted

MEATS.

Richardson &amp; Robbin's Curried OYSTERS.

LUNCH TONGUE.

McCarthy's Sugar LEMONADE.

CLAM CHOWDER.

SMOKED SALMON.

GREEN TURTLE in 2½ lb cans.

&amp;c., &amp;c., &amp;c.

YACHT &amp; PICNIC SUPPLIES.

CALIFORNIA RACKER

COMPANY'S BISCUITS in 5 lb

tins, and loose.

ALPHABETICAL BIS-

CUTS.

FANCY SWEET MIXED

BISCUITS.

GINGER CAKES.

SODA BISCUITS.

OYSTER BISCUITS.

CRACKED WHEAT.

OATMEAL.

HOMINY.

CORNMEAL.

BUCKWHEAT FLOUR.

RYE MEAL.

SPECIALLY SELECTED

CIGGARS.

FINE NEW SEASON'S CUMSHAW TEA, in

5 and 10 caty Boxes.

BREAKFAST CONGOU @ 25 cents p. lb.

SHIPHANDLERY of every Description

RIGGING and SAIL-MAKING promptly

executed.

Hongkong, January 25, 1882.

## Mails.

Occidental & Oriental Steam-  
Ship Company.TAKING CARGO AND PASSENGERS  
TO JAPAN, THE UNITED  
STATES, MEXICO, CENTRAL AND  
SOUTH AMERICA, AND EUROPE,  
VIA  
THE OVERLAND RAILWAYS,  
AND  
ATLANTIC & OTHER CONNECTING  
STEAMERS.THE S. S. ARABIC will be despatched  
for San Francisco via Yokohama,  
on THURSDAY, the 13th April, 1882,  
at 3 p.m., and be followed by the Company's  
Steamer OCEANIC, on TUESDAY, the 2nd  
May, and COPTIC, on THURSDAY, the 9th  
May.Connection being made at Yokohama,  
with Steamers from Shanghai and Japan  
ports.All Parcel Packages should be marked to  
address in full; and same will be received at  
the Company's Office, until 5 p.m., the  
day previous to sailing.A REDUCTION of 25% made on all  
RETURN PASSAGE ORDERS ISSUED.Consular Invoices to accompany Over-  
land, Mexican, Central and South American  
Cargo, should be sent to the Company's  
Offices addressed to the Collector of Customs  
at San Francisco.For further information as to Freight  
or Passage, apply to the Agency of the  
Company, No. 50a, Queen's Road Central,  
CHAS. H. HASWELL, Jr.,  
Agent.

Hongkong, April 6, 1882. ap13

## Entertainment.

ITALIAN OPERA COMPANY.

SIGNOR HOFLICH  
Begs to inform the Public of Hongkong, that  
THIS EVENING,  
Wednesday, the 12th Instant,  
THERE WILL BE  
AN EXTRA PERFORMANCE,  
OF THE BENEFIT OF  
SIGNOR LUIGI VANEZETTI,  
PRIMO TENOR ASSOLUTO,  
and  
ARTISTIC DIRECTOR OF THE COMPANY,  
On which occasion will be produced  
THE GRAND OPERA OFLucia di Lammermoor,  
By DONIZETTI.

DEMOCRATIC PERSONAE.

Edgar of Ravenswood, Signor Vanezetti.  
Henry Ashton, Signor Gioeli.  
Raymond Tutoro Lucy, Signor Curti.  
Lord Arthur Beldam, Signor Benetti.  
Norman, Signor Benetti.  
Lucy Ashton, Signor Pinielli.  
Alice, Signor Bertoldi.BETWEEN THE 2ND AND 3RD ACTS  
SIGNOR VANZETTI,  
kindly assisted bySIGNORA SILINI,  
will give  
THE CELEBRATED DUETTO  
"DOLCE VOLUTA" DI RUY BLAS,  
BY FILIPPO MARCHETTI.The Subscription List is now open at  
MESSRS KELLY & WALSH.

Hongkong, April 6, 1882. ap13

STEAM TO NAGASAKI, AND KOBE,  
VIA INLAND SEA.(Taking cargo and Passengers for YOKO-  
HAMA and VLADIVOSTOCK.)THE S. S. SUMIDA MARU, Captain  
HIGUCHI, due here on or about the  
9th Instant, will be despatched as above  
on FRIDAY, the 14th April, at 4 p.m.Cargo received on board, and Parcels at  
the Office up to 1 p.m. of day of sailing.No. Bill of Lading signed under \$2  
Freight.All Claims must be settled on board  
before delivery is taken, otherwise they  
will not be recognized.

RATES OF PASSAGE.

Colin Steerage.

To KOBE..... \$8 60 \$15

" YOKOHAMA..... 75 20

" NAGASAKI..... 40 10

" SHANGHAI..... 120 40

" KOBE..... 95 30

A REDUCTION is made on RETURN CABIN  
PASSENGERS.CARGO and Passengers for Yokohama  
will be transhipped to the Shanghai Mail  
Steamer at Kobe, and for Vladivostock at  
Nagasaki.For further Particulars, apply at the  
Company's OFFICES, PRAY CENTRAL, Ground  
Floor of MESSRS RUSSELL & CO.

H. J. H. TRIPP, Agent.

Hongkong, April 5, 1882. ap14

THEATRE ROYAL,

CITY HALL.

Under the Patronage of H. E. the  
ADMINISTRATOR and H. E. GENERAL  
DONOVAN.

WILL be given on

SATURDAY EVENING,  
the 15th April, when will be produced

PACINI'S GRAND OPERA

" SAFFO."

TO FOLLOW BY

" L'ELISIR D'AMORE."

" POLIUTO."

" FAUST."

Prices of Admission:

Dress Circle, \$3; Stalls, \$2; Pit, \$1.

Tickets can be obtained at M

levels may during the summer months enjoy immediate communication with their broiling friends on the lower levels. The upper terminus is fixed between the now Naval Matched and Craigieburn, the central exchange in Queen's Road being Mr. R. G. Alfred's office. If a tramway were an undertaking easy of accomplishment as the fixing of a telephone appears to be, the number of villas on the Mount Gough and Kellett levels would increase beyond all conception.

WE understand that Mr. O. Chadwick, the Sanitary Inspector, leaves this for Home to-morrow. Mr. Chadwick must, therefore, have completed his notes on the peculiarities and difficulties of a thorough sanitization scheme for Hongkong; and as he has to report to the Secretary of State direct, this fact furnishes some explanation of the statement that the Hon. J. M. Price has obtained further leave of absence for six months. It was believed that Mr. Chadwick was to have performed the same service for Singapore that he has done here; but so far as we can now learn, the question how best to deal with the Canal in that Settlement will be the only one upon which the Sanitary Inspector will be called to give an opinion. Sanitation does not seem to have been muddled in Singapore as it has been in Hongkong.

WE learn from Canton that the Namhoi Magistrate, whose eccentricities were for a time a source of much trouble, has been appointed Salt Commissioner. The Huihuan, Ch'ung Kuang, has obtained another year's extension of office. The office is held on a yearly tenure, but most incumbents manage to get three years of it. The post is not nearly so lucrative as is generally supposed. Not to mention the Peking claims, the Viceroy, Tatar General, and Governor all receive their fixed allowances from the Customs receipts. The last Hoppo made a fortune, but only with the sacrifice of an honest reputation.

THE Athletic Sports of the 2nd Battalion of the 3rd Regiment (The Buffs) will be held to-morrow, commencing at 2 p.m. The programme consists of 17 events, amongst them being 100 yards Open Race, and Moger's Race competed for by the Officers. This latter is a novelty in Hongkong sports, and will likely afford great amusement.

The following are the contesting animals and their owners—

Capt. Davis's Quail, Scarlet.  
Pelican, " "  
Monkey, " "  
Lt. Bush's Pig, Blue and Gold.  
Chippindal's Crab, Dark Gray.  
Allen's Cat, " Black & Curie.  
Hughes's Duck, Light Blue & Black.  
Porter's Frog, " Green.  
Patterson's Turkey, " Chocolates.  
Bunbury's Goose, " Red and White.  
J. T. Cook's Cock, " White & Curie.  
D'Acosta's Rabbit, " Black & Yellow.  
Rippon's 2 Tortoises, Red and Black.  
Lloyd's Goat, " Rainbow.

Law Notice  
IN THE SUPREME COURT OF HONGKONG.  
(Before the Hon. H. Newbold, Justice.)

IN BANKRUPTCY, Thursday, 13th April, 11 a.m.—In the matter of Choy Sing Nam, bankrupt.—Bankrupt to come up for his Last Examination.

PROBATE JURISDICTION.—In the matter of Ng Chee Sik, bankrupt.—Motion relating to books, and for release.

In the goods of John Studd, deceased.—Petition of John Thurburn, for Letters of Administration with the will annexed.

In the goods of Cheang Ng Koo, deceased.—Petition of Cheang Ng Shu, for Letters of Administration.

Police Intelligence.  
(Before H. G. Thosett, Esq.)

Wednesday, April 12.

ROBBERY AND VAGABOND.  
Li Ayau, coolie, who had undergone twelve months' imprisonment for larceny, was ordered to find two sureties of \$10 to be of good behaviour for one month, on one month's imprisonment with hard labour in default as a vagabond. Chinese

Constable, No. 303, yesterday saw the prisoner take hold of a box that was being landed on the Praya from a boat, but on noticing the constable was watching him he suddenly dropped the box again. The constable thinking this action rather suspicious arrested defendant, and despite his protestations that he had not touched the article, and that he was a good man now, he was sentenced to the above incarceration by the Magistrate.

FIGHTING ON BOARD A CARGO BOAT.—Three Chinamen were observed by Ralph Redstone, P.C. 41, fighting on board a cargo boat yesterday evening, and were arrested. The one who had taken the most prominent part in the affray was fined \$5, in default of payment ten days' imprisonment, and the other two were each fined \$1, in default of payment four days' imprisonment.

LARCENY.—Sin In, coal coolie, was charged with entering the ground floor of house No. 95 Wanchai Road on the morning of the 8th instant, and with stealing therefrom one silver watch and chain, one silver button, and clothing to the value of \$14, the property of Yat Achi and two others.

Sun Kai, interpreter, at the Wanchai Police Station, said a report was made at that station on the 8th instant by a man who said he had lost some property. The witness went with the complainant to the Chi Cheung pawnshop yesterday, where he saw the defendant offer a watch, which the complainant recognised as his, for pawn. The defendant was seized and some of the complainant's clothing found on the former's person. Two pawn-tickets for the other parts of the clothing were found in the defendant's possession.

Yat Achi, a Taoist priest, said he held a service of \$3 Wanchai Road on the evening of the 7th instant. He slept at No. 95

Wanchai Road. In the morning he missed two jackets, one of which the defendant had on when apprehended in the pawnshop. Chui Akum, also a Taoist priest, who assisted at the same service, missed a silver watch, three jackets and a silver button, when he rose in the morning.

Chui Akum, an inmate of the same house, missed one pair of shoes, which he afterwards saw at No. 2 Police Station on the defendant's feet. The only defence he had was that a coolie had given him the articles, but he was not aware of where the coolie could be found.

Sentences of six months' imprisonment with hard labour, the last fourteen days to be spent in solitary confinement, was imposed.

(Before H. E. Woodhouse, Esq., Police Magistrate.)

THE ATTACK ON A SAMPAN IN HARBOUR.—Loring Akan, Chan Cheung, Wong Tai, Pong Asing, and Li Akwong, boatmen, were charged with robbery with violence from a sampan No. 1,642 on the night of the 28th March in Victoria waters.

This case was again before the Magistrate this morning, when Inspector Crook, recalled, stated that the complainants had no opportunity of seeing the bangle before it was produced in Court, where he selected it from among two other bangles. The Inspector thought it was possible that the defendants had singled out the complainant's boat in particular, because it had been recently employed by the Captain of the *Robinson*, which had been in the harbour for some months, and they might have heard it said that the sampan had been having good employment.

Dr. Marques said the complainant when brought to the Civil Hospital was suffering from three incised wounds on the head, each about an inch long, but only skin deep. There was also a similar wound about two inches long on the right arm. They had apparently been inflicted with a chopper or knife. The Doctor gave it as his opinion that the hurts were not serious. The man has been discharged as convalescent.

Loring Akan and Pong Asing, the first and fourth defendants, against whom there has been no criminalizing evidence, have been discharged. The others were cautioned, after which Chan Cheung now the first defendant, reserved his defence for the Criminal Session of the Supreme Court, where the case will likely be tried. Wong Tai and Li Akwong elected to make the following statements.

Wong Tai said when he was arrested he was on a visit to the family boat at Yau-ya-Ti. While in the charge room of the Central Station the complainant's wife was standing looked at him, and it was no wonder that she identified him immediately when she saw him in gaol. He had been in Hongkong twenty-two years, and on the night of the robbery was sleeping in a boat at the break-water at Yau-ya-Ti. The boat and the owner he would be able to point out.

Li Akwong said he had only been here a few days. The jacket in which the bangle was found was given him by a friend, but he was not acquainted with this friend's name, nor where he could be found.

The case was remanded till Friday.

ALLEGED ATTEMPT TO SMUGGLE PASSENGERS ON BOARD THE "DECAN."

Fong Aduh, shop coolie, and Cheung Au, cook, were again brought up on the charge of attempting to smuggle 47 men on board the P. & O. steamer *Decan* on the 4th instant.

Mr. Stokes, from the office of Messrs. Sharp, Toller, and Johnson, appeared for the prosecution.

Mr. Stokes called on Mr. Henry Allen Ritchie, who stated that he went to the immigration office yesterday to ascertain the names of the licensed Chinese brokers. The defendants were not on the list.

Mr. Stokes said that this had statement completed the case for the prosecution. He also pleaded that the evidence in the case proved a breach of Section 6 of Ordinance 5 of 1874, Sub-section 1, or at any rate a breach of Section 33, or of Section 7 of No. 5 of 1865. Also a breach of Ordinance No. 8 of 1873, Section No. 28, Sub-section 2. With regard to the last named, Mr. Stokes said that presumption was not permission, the onus therefore of proving that they had permission rested on the defendants. The only ground, he said, on which the master could have given permission was as the servant of the Company, and as the Company prosecuted it was clear that the master could not have given permission as he would thereby have incurred the heavy penalty attached to the committal of such an offence. Mr. Stokes submitted also that from the evidence it had been shown that they acted as passenger brokers between the Company and the passengers, and had giving the order on Singapore endeavoured to force a contract on the Company, and had actually completed the contract, because after a steamer left it compelled the Company to accept the form of payment offered or nothing. Be therefore on these grounds, asked the Magistrate to impose a heavy penalty, owing to the serious position, in which the Company was placed by these acts.

The case was adjourned till Friday next, bail being allowed each defendant on one surety of \$50.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before the Hon. G. Phillipps, Chief Justice.)

Wednesday, April 12.

JUDGMENT.

WONG HUM FUI AND ANOTHER v. FUNG ALOK.—The Chief Justice said: This was a suit brought for the specific performance of an agreement and also in the alternative to recover damages for breach of contract. The articles of agreement, upon which the suit was based, are dated the 1st day of October 1881, and were made or purposed to be made between the plaintiffs, the vendors, or one part, and the defendant, the purchaser, or the other part. By the articles it was agreed as follows:—1. The vendors shall sell, and the purchaser shall purchase, all the interest of the vendors of and in all that piece of ground situated at Victoria and registered in the Land Office of this Colony in Land Lot No. 24, together with the nine measures and buildings and all other erections thereon, and all rights, easements, and appurtenances to the same belonging. 2.—The purchase money shall be \$30,000, of which \$5,000 have been paid by the purchaser to the vendors by way of bargain money and in part payment of the sum paid. 3.—The property is sold for the unexpired residue of the term for which the vendor holds the same, free from incumbrances, but subject to the payment of rent and the performance of the lessee's covenants and conditions reserved by and contained in an Indenture of Crown Lease dated the 21st day of February 1877, and subject to all existing tenancies, if any. 4.—The vendor shall allow and make a good title to the said premises, and shall on receipt of the purchase money execute a valid assignment of the premises to be prepared and registered by Messrs. Sharp, Tol-

ler, and Johnson, at the expense of the purchaser. 5.—The sum of \$50,000, the balance of the price, shall be paid, and the purchase shall be completed on or before the 15th day of December next (and in this respect time shall be the essence of the contract) at the offices of Messrs. Sharp, Toller, and Johnson, and the purchaser shall, from the date of such completion, have possession of the said premises, and receive the rents thereof, all outgoing up to that time being cleared by the vendor, and all outgoing from that date being cleared by the purchaser. 6.—If the purchaser shall fail to complete this agreement on or before the said 15th day of December next, the said bargain money shall be wholly forfeited to the vendor, who may thereupon rescind the said premises, and any deficiency in price which may happen on or before the date of such completion, shall be borne by the vendor as and for liquidated damages. 7.—That all costs of and concerning this agreement shall be paid by both parties equally.—The plaintiff, as far as he can go, has a right to sue for the amount which he has paid to the vendor, and the amount stipulated to be a certain extent independent. What a purchaser as in this case agreed to pay the purchase money on a specified day and the vendor agreed upon payment of the same to convey the land, it was held that the latter could sue for the amount without tendering a conveyance.

Yates v. Gaines, 20 L. J. Exch. 327, and also *Samson v. Rhodes*, 8 Scott 544. But in addition to this Mr. Sharp was acting as solicitor for both parties. He had also acted as solicitor for both parties in the agreement between Mr. Louis and the plaintiff. Mr. Sharp therefore knew that it was important to the plaintiff that the purchase money should be paid on the 15th December, as the plaintiff had on that day to pay Mr. Louis, and Mr. Sharp also knew that the assignment could not be completed on the 15th December, as the Power of Attorney which had been sent to Mr. Dilthey for his signature could not have been returned from Germany in time. This was therefore notice to the defendant that the plaintiff's solicitor was a party to the agreement between the two parties. These articles were dated the 16th day of September, 1881, and purposed to be entered into between Christian Wilhelm Louis on behalf of the Rheinisch Missionary Society and the vendor of the one part, and the plaintiff, the other part. By these articles it was agreed that the vendor should sell, and the purchaser should purchase, of which \$5,000 had been on that date paid for bargain money, and in part payment a further sum of \$3,000 was to be paid within two days of the date of the contract, and the balance \$24,000 was to be paid at the 15th December. This agreement was a printed form and was in all respects similar to the agreement between the plaintiff and defendant, which was also in a printed form, with the exception of the variations above set forth. Mr. Louis was one of two Trustees for the Rheinisch Missionary Society and a grant from the Crown, which grant was made by an Indenture bearing date 21st Feb. 1877 and made or purporting to be made between Her Majesty the Queen of the one part and Christian Wilhelm Louis and Wilhelm Heinrich Dilthey as Trustees of the Rheinisch Missionary Society.

As far as the plaintiff's solicitor was concerned, he had entered into an agreement with Mr. Louis and Dilthey as Trustees thereon, and a power of attorney was given to Mr. Louis to act on behalf of the Rheinisch Missionary Society. The plaintiff's solicitor had also been solicitor for Mr. Louis and the plaintiff with respect to the previous agreement, and I cannot but say that in this case I think it would have been better had the defendant been represented by an independent solicitor. After he was told by the defendant that he could not pay the purchase money he would of course not have been justified in going to any further expense in performing any conveyance on behalf of the defendant, and therefore no conveyance would have been prepared for the plaintiff with respect to these negotiations which was greatly conflicting and impossible to be reconciled. The defendant alleged that he was deceived, that one of the plaintiffs induced him to believe that he was buying Lot 516, which consisted of 7 three-storied houses in the building of houses within the first year of the tenancy. Beyond the fact of the defendant's presumption that he was not to be paid on the face of the Deed to show that the property was not leased to them as private individuals. No trusts are declared or pro tanto any of the Powers usually given to trustees or to agents. The plaintiff's solicitor had entered into an agreement with Mr. Louis and Dilthey as Trustees of the Rheinisch Missionary Society, and a power of attorney was given to Mr. Louis to act on behalf of the Rheinisch Missionary Society. The plaintiff's solicitor had also been solicitor for Mr. Louis and the plaintiff with respect to the previous agreement, and I cannot but say that in this case I think it would have been better had the defendant been represented by an independent solicitor. 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THE CHINA REVIEW.  
PUBLISHED BI-MONTHLY.  
TENTH YEAR.

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Union Church, Elgin Street.

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Temperance Hall, specially adapted for sea-faring men, Queen's Road East.

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3. The limits of weight allowed are as follows:

Books and Papers— to British Offices, 5 lbs.; to the Continent, &c., 4 lbs.

Patterns— to British Offices, 5 lbs., if without intrinsic value; to the Continent, &c., 8 oz.

4. The public are cautioned not to confound these facilities with a *Parcel Post* to Europe, &c., which does not exist.

5. No compensation can be paid for mere damage to fragile articles such as portraits, watches, handsomely bound books, &c., which reach their destination, although in a broken or deteriorated condition.

6. All correspondence posted before 5 p.m. on any week day for addresses in Victoria will be delivered the same day, and generally within two hours, unless the delivery should be retarded by the Contract Mail.

7. Invitations, &c., can generally be delivered within Victoria at the private houses of the addressees rather than at places of business, if a wish to that effect is expressed by the sender, otherwise all correspondence is invariably delivered at the nearest place of business.

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